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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number		
Sonoran Policy Group, LLC	6399		
3. Name of Foreign Principal			
Democratic Party of Albania			
Check Ap	propriate Box:		
4. ☑ The agreement between the registrant and the above-nam checked, attach a copy of the contract to this exhibit.	ned foreign principal is a formal written contract. If this box is		
There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.			
contract nor an exchange of correspondence between the	nd the foreign principal is the result of neither a formal written parties. If this box is checked, give a complete description below of randing, its duration, the fees and expenses, if any, to be received.		
7. What is the date of the contract or agreement with the foreign	n principal? March 10, 2020		
8. Describe fully the nature and method of performance of the a	bove indicated agreement or understanding.		
See Contract			

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9.	Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.			
	See contract, section 1, "Duties."			
1.0	*******	1 1 10 01 1 0 :		
10.		_	n principal include political acti	ivities as defined in Section 1(o) of the Act ¹ .
	Yes ⊠	No 🗆		
	together with the minvolving lobbying.	neans to be employed to achi	eve this purpose. The response	relations, interests or policies to be influenced must include, but not be limited to, activities omic development, and preparation or
	See contract, se	ection 1,"Duties."		
11.	. Prior to the date of activities, for this for	-	principal did the registrant eng	age in any registrable activities, such as political
	Yes □	No ⊠		
If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.				
	Set forth below a g	eneral description of the reg	istrant's activities.	
	Set forth below in t	the required detail the registr	rant's political activities.	
		ontact	Method	Purpose

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		rior to the obligation to register ³ for this foreigone, money, or thing of value either as compe	
Yes	No ⊠	, , , , , , , , , , , , , , , , , , ,	
If yes, set forth b	elow in the required de	etail an account of such monies or things of val	lue.
Date Received	From Whom	Purpose	Amount/Thing of Value
			Total
		orior to the obligation to register ⁴ for this foreign or in connection with its activities on behalf of	
Yes □	•		
If yes, set forth	below in the required	detail and separately an account of such monie	s, including monies transmitted, if any.
Date	To Whom	Purpose	Amount

^{1 &}quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature	
March 20, 2020	Christian Bourge	/s/ Christian Bourge	eSigned -
	_		_
			_
			_



INTERNATIONAL CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (this "<u>Agreement</u>") is made this 10th day of March 2020 (the "<u>Effective Date</u>"), by and between the Sonoran Policy Group, LLC, an Arizona corporation ("<u>Consultant</u>"), and the Democratic Party of Albania ("<u>Client</u>").

Consultant and Client agree as follows:

- 1. <u>Duties.</u> Consultant will work with the Albanian opposition to build an anti-narcotics and anti-organized crime strategy for Albania, facilitate meetings and interactions with U.S. administration officials for Client, Congressional and Executive Branch engagement and economic issues, promote free enterprise, work with domestic and international law enforcement agencies to contain and combat the epidemic of organized crime, and perform any additional duties on an agreed-upon basis. Consultant and Client shall meet near the end of each quarter to evaluate progress on achieving Client's objectives. Consultant shall act solely as an independent contractor, not as an employee or agent of Client. Accordingly, Client will not exercise control over the manner, time, or place in which any services rendered by Consultant or its members, officers, agents and, employees are performed. Unless specifically authorized in writing, Consultant agrees not to enter into any agreement on behalf of Client and agrees that it shall not represent to any third party that it has authority to enter into such an agreement. Consultant acknowledges that it will not be eligible for any Client employment benefits currently provided to employees of Client.
- 2. <u>Compliance with Applicable Laws and Regulations</u>. All services rendered the Consultant in the term of this Agreement will be conducted in accordance with all applicable laws and regulations.
- 3. Term; Termination. The term of this Agreement commences on March 10, 2020 and continues thereafter until September 10, 2020, unless and until terminated as provided in this Section 3 (the "Term"). This Agreement may be terminated by either party, in such party's sole and absolute discretion, without cause, by providing at least thirty (30) days' prior written notice. The termination of this Agreement shall not release either party from any obligation or liability to the other party, including any compensation earned by Consultant through the date of such termination.
- 4. <u>Compensation</u>. Client shall pay Consultant Sixty Thousand U.S. Dollars (\$60,000.00 <u>USD</u>), representing a monthly fee of Ten Thousand U.S. Dollars (\$10,000.00 <u>USD</u>), via wire transfer of immediately available funds to Consultant's designated wire transfer account (the "Compensation"), on or before execution of this contract. The information required for such transfer has been provided by Consultant to Client prior to, or with, the execution of this Agreement. In addition to the Compensation, Client shall reimburse Consultant for all reasonable and customary out-of-pocket expenses incurred by Consultant in connection with performance of this Agreement.
 - 5. <u>Confidentiality</u>. From time to time during the Term of this Agreement, either party (as the





"Disclosing Party") may share or make available to the other party (as the "Receiving Party") information about its business affairs or other confidential, non-public or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 5 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect the confidentiality of the Disclosing Party's Confidential Information with a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives in the exercise of its rights or performance of its obligations under this Agreement. The obligations with respect to Confidential Information in this Section 5 shall continue during the Term and for a period of five (5) years thereafter.

- 6. <u>Limitation of Liability</u>. In no event shall Consultant or any of its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of: (i) whether such damages were foreseeable, (ii) whether or not it was advised of the possibility of such damages and (iii) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Further, in no event shall Consultant's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amount paid to Consultant pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim. Notwithstanding anything to the contrary in this Section 6, the limitation of liability shall not apply to (i) liability resulting from Consultant's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Consultant's acts or omissions. This Section 6 shall survive indefinitely the expiration or termination of this Agreement.
- 7. <u>Indemnification</u>. The Client shall indemnify, defend and hold harmless, Consultant and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "<u>Indemnified Parties</u>") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Parties (collectively, "<u>Losses</u>"), arising out of or related to any third-party claim alleging: (i) breach of this Agreement by Client or its personnel;





- (ii) any negligent or more culpable act or omission of Client or its personnel in connection with the performance of Client's obligations under this Agreement; or (iii) any failure by Client or its personnel to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. This <u>Section 7</u> shall survive indefinitely the expiration or termination of this Agreement.
- 8. <u>No Assignment; Successors and Assigns; No Third Party Beneficiaries</u>. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. This Agreement inures to the benefit of the parties and each party's respective successors and permitted assigns. The parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their successors and permitted assigns.
- 9. <u>Notices</u>: Any notice required or permitted by this Agreement shall be in writing and shall be deemed given (i) on the date of delivery, when delivered personally or by overnight courier, or (ii), 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address below. Any notice address set forth below may be subsequently modified by the applicable party by written notice to the other party.

If to Consultant:

If to Client

Sonoran Policy Group, LLC Attn: Robert D. Stryk, Executive Chairman & Founder P.O. Box 25378 Washington, DC 20027 Democratic Party of Albania C/O Mr. Gazment Bardhi, General Secretary Bulevardi Zhan'dark 11 1000, Tirana, Albania

- 10. <u>Amendment</u>; <u>Entire Agreement</u>. This Agreement may be changed only by a written agreement signed by each party. This Agreement contains the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior written and oral communications between the parties.
- 11. <u>Severability</u>. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement.
- 12. <u>Waiver of Jury Trial</u>. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement.
- 13. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original. Electronic or PDF signatures shall be deemed originals.

[Signature page follows.]

3

The parties hereto have executed this Agreement as of the Effective Date.





CONSULTANT:

SONORAN POLICY GROUP, LLC

By: Name: Christian Bourge Title:

Chief Executive Officer

CLIENT:

DEMOCRATIC PARTY OF ALBANIA

By: Gazment Bardhi

Title: General Secretary

[Signature Page to Consulting Agreement]